

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO  
Director



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Fifth District

November 16, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE THE RELEASE OF A REQUEST FOR  
PROPOSALS FOR CASE MANAGEMENT SERVICES TO  
NON-ENGLISH/NON-SPANISH SPEAKING WELFARE-TO-WORK PARTICIPANTS  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the release of the attached Request For Proposals (RFP) for Case Management Services to Non-English/Non-Spanish (NE/NS) speaking Welfare-to-Work (WtW) participants.
2. Authorize the transfer of administrative responsibility for the RITE contracts from the Department of Community and Senior Services (DCSS) to the Department of Public Social Services (DPSS) effective January 1, 2005.
3. Delegate authority to the Director, DPSS, to prepare and execute amendments, contingent upon State approval and recoupment of all overpayments identified in the Auditor-Controller's (A-C) monitoring reviews of the contracts with the current RITE service providers for the provision of employment and training services, to extend the current contracts on a month-to-month basis effective January 1, 2005 until new contracts are in place. The total estimated monthly cost of these contracts is \$481,214, fully funded with CalWORKs Single Allocation. There is no additional Net County Cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met. Funding for these amendments is included in the FY 2004-05 Adopted Budget.

*"To Enrich Lives Through Effective And Caring Service"*

4. Delegate authority to the Director, DPSS, to execute an amendment to increase the contract annual maximum amount of the Job Readiness and Career Planning Services Program Contract with the Los Angeles County Office of Education (LACOE), after Chief Administrative Office (CAO) and County Counsel approval, by no more than \$2.4 million to provide Orientation and Job Club services to NE/NS speaking WtW participants effective as soon as necessary for services to be provided when new contracts are in place. This amount is fully funded with CalWORKs Single Allocation and there is no additional NCC after the required MOE is met. Funding for this amendment is included in the FY 2004-2005 Adopted Budget. The Director, DPSS, will notify the Board and the CAO in writing within ten business days after execution of such amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 5, 2004, your Board instructed the Director, DPSS, to prepare an RFP that 1) contains performance measures to ensure contractors are held accountable for all work performed; 2) is sensitive to the bi-cultural and bilingual needs of the NE/NS speaking population; and 3) clearly defines the roles and responsibilities of the contractors that would provide these services and return to your Board by November 16, 2004 for approval of the RFP. The attached RFP contains three Outcome Measures and 15 Performance Standards that are not in the current RITE contracts. Attachment I provides a summary of the RFP's key provisions.

Your decision to proceed with Recommendations Two and Three will transfer administrative responsibility for the RITE contracts from DCSS to DPSS and will allow DPSS to extend the contracts on a month-to-month basis, effective January 1, 2005, until the completion of the solicitation process that will begin with your approval of the attached RFP.

The A-C will continue to provide monitoring assistance, training to DPSS staff on monitoring techniques, assist in developing our monitoring plan and provide direction on DPSS monitoring. DPSS shall ensure the monitoring team is sufficiently staffed and effectively trained to safeguard the integrity of these services.

Per your Board's March 19, 2002 instructions, DPSS entered into a contract effective July 1, 2002, with LACOE for Job Readiness and Career Planning Services. The contract includes a provision to amend the contract, with the Board of Supervisors' approval, to increase contractor compensation to cover its expenses in providing Job Readiness and Career Planning Services to NE/NS speaking WtW participants. Amending the Job Readiness and Career Planning Services Program Contracts will

ensure that these participants receive job services that are comparable to the services received by English and Spanish speaking WtW participants. Following your Board's approval of Recommendation Four, DPSS and LACOE will negotiate the specific terms of this amendment, based on the NE/NS speaking caseload projected to access Job Readiness and Career Planning services.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of Countywide Goal #5: Children and Families' Well-Being: Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

### **FISCAL IMPACT/FINANCING**

The monthly estimated cost to extend the current RITE contracts on a month-to-month basis effective January 1, 2005 until new contracts are in place is \$481,214, fully funded with CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met. Funding for these amendments is included in the FY 2004-05 Adopted Budget.

The amendment to the Job Readiness and Career Planning Services Program Contract with LACOE will increase the annual contract maximum amount by no more than \$2.4 million per year (plus funding for one-time start-up costs such as curriculum translation), fully funded with CalWORKs Single Allocation, and effective as soon as necessary for services to be provided. For FY 2004-2005, the annual amount will be prorated based on the effective date of the amendment. There is no additional NCC after the required CalWORKs MOE is met. Funding for this amendment is included in the FY 2004-2005 Adopted Budget.

Following your Board's final decision, the Department will work with the CAO to develop a request to your Board for approval of other adjustments in DPSS' budget as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Amendments to extend contracts with the current RITE service providers will include performance outcome measures that will ensure contractor accountability. The

Department will request A-C review and approval of these performance measures. Additionally, the extension will be contingent upon recoupment of all overpayments identified by the A-C in their monitoring reviews of RITE contractors.

There is a Memorandum of Understanding (MOU) between DCSS and DPSS to provide employment services to DPSS' NE/NS speaking WtW participants. The MOU will terminate effective December 31, 2004, simultaneous with your approval of DPSS assuming responsibility for the current RITE contracts.

If the current RITE contracts are extended it will only be on a temporary basis. Therefore, no cost effectiveness analysis has been completed.

The RFP and resulting new contracts contain three Outcome Measures and financial incentives and deductions that are not in the current RITE contracts. The Outcome Measures are consistent with the Department's Performance Counts! goals and will apply to all GAIN case management operations, including the future GAIN Case Management (GCM) RFP for GAIN Regions II and VII. The Outcome Measures are related to a contractor's: 1) percentage of participants employed; 2) percentage of participants commencing Specialized Supportive Service (e.g., Substance Abuse, Mental Health services); and 3) percentage of participants engaged in education or training programs. Contractors may be eligible for financial incentives or deductions depending on their performance in these areas.

The RFP also contains 15 Performance Standards that measure the quality of case management services and the contractor's ability to effectively assist the participant through the WtW process. These Standards include four standards related to employment, four standards related to effectively moving participants through the WtW process, seven standards related to services to remove barriers to employment, and one standard related to quality customer service. The approach taken in evaluating Performance Standards is not included in the current RITE contracts and is consistent with our monitoring approach on the GCM contracts for GAIN Regions II and VII.

DPSS monitors, with the guidance of the A-C, shall conduct ongoing monthly monitoring related to these outcomes and standards, overall contract provisions (i.e., Financial, Administrative and Service Delivery monitoring), Living Wage requirements and program integrity compliance. The heightened approach to monitoring and guidance from the A-C will ensure the provision of quality services.

The RFP includes indemnification and insurance provisions to protect the County from employee and/or contractor fraud. These protections include indemnification language

and a requirement for crime insurance protection (including a \$1 million policy for employee dishonesty) that would protect the County should contractor fraud occur. The CAO's Risk Management section provided direction in developing these provisions.

The RFP would be subject to Prop A provisions. Language related to Prop A, including provisions related to the County's Living Wage Ordinance, are included.

County Counsel has approved this RFP as to form. The A-C has reviewed and concurs with the recommended actions.

### **IMPACT ON CURRENT SERVICES**

These recommendations will allow the County to ensure uninterrupted WtW case management services to NE/NS speaking WtW participants, which will assist them in achieving self-sufficiency.

### **CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board Letter to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo  
Director

BY:jp

Attachment

c: Auditor-Controller  
Chief Administrative Officer  
County Counsel  
Department of Community and Senior Services

**DEPARTMENT OF PUBLIC SOCIAL SERVICES  
SUMMARY OF THE REQUEST FOR PROPOSAL'S (RFP) KEY PROVISIONS  
November 16, 2004**

On October 5, 2004, your Board instructed the Director of the Department of Public Social Services (DPSS) to prepare a Request for Proposals (RFP) for your approval. The checklist below summarizes key provisions that are included in the sample RFP. Included under each key provision is the RFP reference where additional information can be found.

<b>RFP PROVISION</b>	<b>RFP REFERENCE</b>	<b>SUMMARY OF PROVISION</b>
Scope of Work	Section 1.0 and Appendix B, Statement of Work	Contractors will provide case management services to Non-English/Non-Spanish (NE/NS) speaking Welfare-to-Work (WtW) participants. They will not provide Orientation or Job Club Services. LACOE will assume responsibility for these services.
Roles and Responsibilities	<p>Contractor Responsibilities - Entire Appendix B, Statement of Work</p> <p>County Responsibilities - Appendix B, Statement of Work, Section 6.1.</p>	<p>The Contractor is expected to:</p> <ul style="list-style-type: none"> <li>• Administer the WtW Program, consistent with federal and State guidelines, and County policies and regulations.</li> <li>• Meet three Outcome Measures and 15 Performance Standards (discussed below).</li> <li>• Provide administration responsibilities related to contract provisions and administration of the WtW program.</li> <li>• Provide a site located in the community where they are to provide services.</li> </ul> <p>The County is responsible for providing:</p> <ul style="list-style-type: none"> <li>• Program training and essential information technology, including GEARS.</li> <li>• Oversight responsibilities, including contract monitoring, assistance on the WtW Program, County Issuance Approval staff that will approve all requests for WtW benefits,</li> <li>• Program Integrity oversight consistent with DPSS' Program Integrity plan, and</li> <li>• Compliance Review staff to act on provider non-compliance recommendations for participants that fail to comply with WtW Program requirements.</li> </ul>

RFP PROVISION	RFP REFERENCE	SUMMARY OF PROVISION
Contract Term	Section 1.9 and Appendix A, Sample Contract, Section 4.0	One year with two additional one-year options, for a total maximum of three years.
Potential Proposers	Section 1.6	Vendors are eligible to bid if they have a minimum experience of three (3) years out of the last ten (10) providing case management or substantially similar services required in this RFP. The experience <u>must</u> include serving a Non-English/Non-Spanish speaking participants.
Service Areas	Appendix C, Statement of Work Technical Exhibits, Exhibit C-3	<p>Based on GAIN Regional boundaries that are aligned with our CalWORKs district offices to allow for better coordination of services to participants. Service Areas also focus on language concentrations.</p> <p><u>Service Area</u></p> <ol style="list-style-type: none"> <li>1 West LA/West Valley</li> <li>2 San Gabriel Valley</li> <li>3 San Gabriel Valley</li> <li>4 Central LA</li> <li>5 South/Southeast LA</li> <li>6 East Valley</li> <li>7 East Valley</li> </ol> <p>Contractors would be required to provide services to all NE/NS participants in that Service Area.</p>
Selection Process	Section 3.1	Eligible bidders may submit a proposal for as many service areas as they wish; however, the County will reserve the right to limit the number of contracts to a provider to ensure the needs of the County are met.
Payment Structure	Section 1.10 and Appendix A, Sample Contract, Section 5.0	Payment is a firm fixed monthly amount based on 1/12 of the annual contract budget. This is consistent with the Department's other GAIN Case Management (GCM) contracts.
Financial Incentives and Deductions	Appendix A, Sample Contract, Section 5.4	The RFP provides for financial incentives and deductions. Contractors may receive bonuses/deductions based on their performance on the Outcome Measures defined below. Contractors' performance will be compared with that of non-contracted operations.

RFP PROVISION	RFP REFERENCE	SUMMARY OF PROVISION
Outcome Measures	Appendix A, Sample Contract, Section 5.4 and Appendix B, Statement of Work Section 4.4.	<p>Outcome Measures that may affect financial incentives/deductions are:</p> <ul style="list-style-type: none"> <li>• Percentage of participants employed.</li> <li>• Of all participants referred to Clinical Assessment, Domestic Violence, Mental Health or Substance Abuse Services, percentage that commenced these services.</li> <li>• Percentage of participants engaged in education or training programs.</li> </ul>
Performance Standards	Appendix C, Statement of Work Technical Exhibits, Exhibit C-3.	<p>Includes 15 Performance Standards that are measures of quality case management and will be consistent with the future GAIN Case Management contracts. In order to be eligible to receive incentives, all 15 Performance Standards must be achieved. The Standards are generally grouped as follows:</p> <ul style="list-style-type: none"> <li>• 4 Standards related to employment, including average wages, sustained employment and verification of employment data.</li> <li>• 4 Standards related to effectively processing participants through the WtW process.</li> <li>• 7 Standards related to the effective provision of services to overcome barriers to employment.</li> <li>• 1 Standard related to customer service.</li> </ul>
Insurance/Liability Provisions	Section 1.21.7 and Appendix A, Sample Contract, Section 8.24-8.26	<p>The following insurance coverage/protections are included to specifically address contractor fraud issues:</p> <ul style="list-style-type: none"> <li>• Indemnification language that requires the Contractor to indemnify the County from liability to demands, claims, actions, fees, costs, and expenses arising from the Contractor's acts and/or omissions.</li> <li>• Crime Insurance, with specific \$1 million coverage for Employee Dishonesty; Forgery or Alteration; Theft, Disappearance and Destruction; and Computer Fraud.</li> </ul>